

ECS File: JPA 91-14
Project: 143 MA 0 H2045 03C
Section: Hohokam (University Dr.-
Washington Street)

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA LOTTERY

THIS AGREEMENT is entered into 19 MARCH, 1991,
between the ARIZONA DEPARTMENT OF TRANSPORTATION acting by and
through the Highways Division (the "ADOT") and the ARIZONA
LOTTERY, acting by and through its Executive Director (the
"Lottery").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. The Lottery is empowered by Arizona Revised Statutes
Section 5-509 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Lottery.

3. The ADOT and the Lottery desire to participate in the
design, construction and maintenance of landscape improvements
to the Hohokam Expressway (SR-143) at its interchange with
University Drive in the vicinity of 48th Street, to wit:

Within the right of way on University Drive beginning at
Station 24+25 to Station 28+25. Within the right of way of
the southbound SR-143 off ramp at University Drive,
beginning at Station 1+30 to Station 6+20, a net distance
of approximately 0.17 miles.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The ADOT will:

a. Prepare plans for the landscape Project, and submit them to the Lottery for approval.

b. Upon approval, ADOT will construct the landscape project using ADOT funds.

2. The Lottery will:

a. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water thereafter necessary to properly maintain the landscape within all areas of the project, at Lottery expense.

b. Maintain the landscaping and irrigation system generally in right of way areas and furnish all labor, materials and electrical power necessary to maintain the same. The areas outlining maintenance responsibilities are shown on the attached Landscape Maintenance Exhibit, which is attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include, but not be limited to, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changes, additions or deletions to the landscaping must have approval of the ADOT. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any law, rule or regulation, either now enacted or

which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the ADOT at any time upon the giving of sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Lottery, the ADOT shall in no way be obligated to maintain the Lottery portion of the landscaping.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007

Arizona Lottery
4740 East University Drive
Phoenix, AZ 85034

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ARIZONA LOTTERY

DEPARTMENT OF TRANSPORTATION

By


BILL HENRY
Executive Director

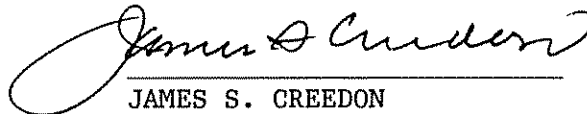
By


ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 15th day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona Lottery for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on the Hohokam Expressway (L-202) at its intersection with University Drive.

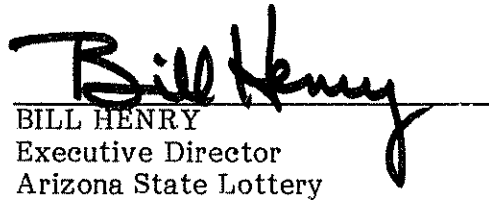
Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "James S. Creedon", written in dark ink. The signature is fluid and stylized, with a large loop at the beginning and a trailing flourish at the end.

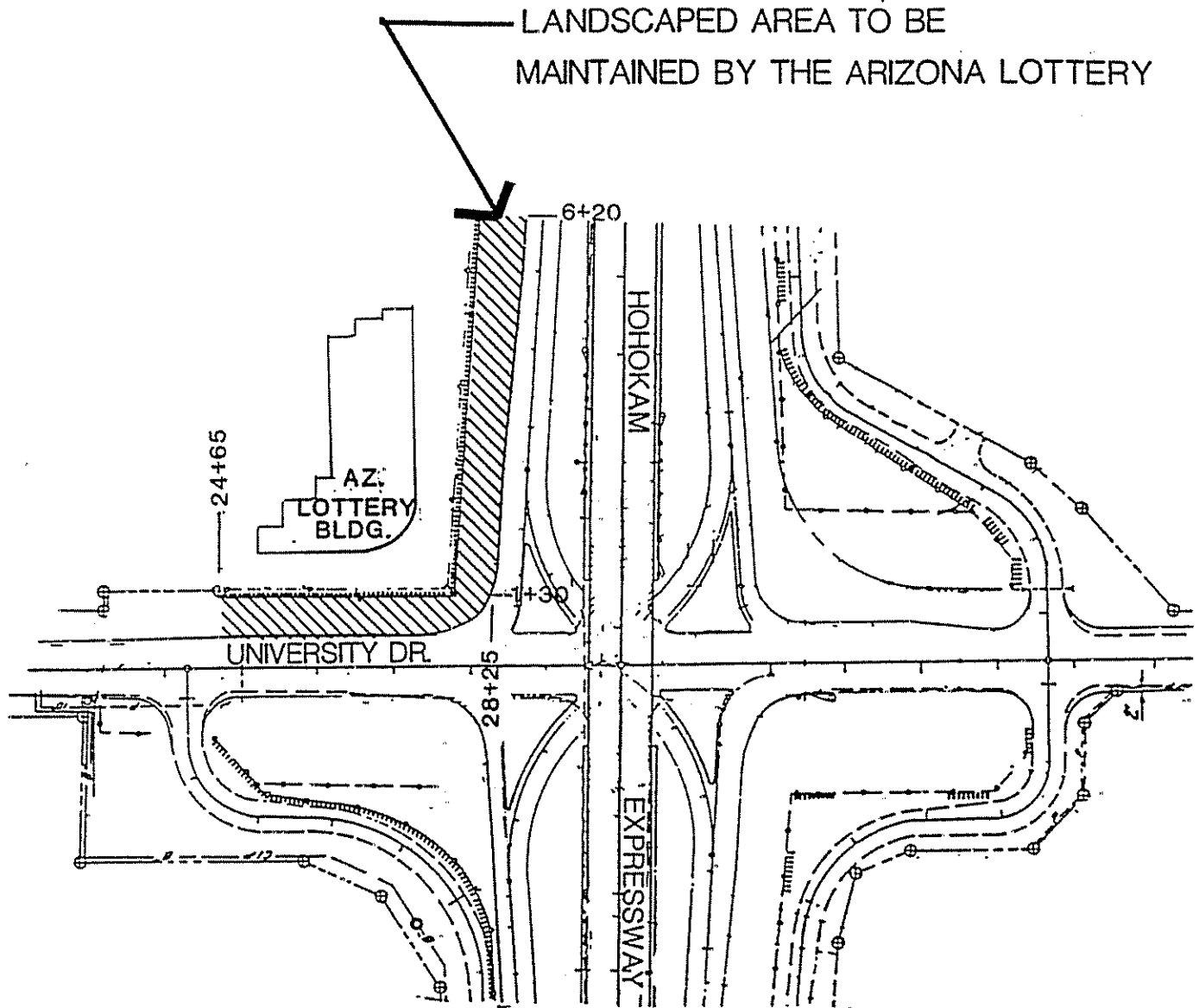
JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

RESOLUTION

BE IT RESOLVED on this 12th day of March, 1991, that I, Bill Henry, as Executive Director of the Arizona State Lottery, have determined that it is in the best interests of the State of Arizona that the Arizona State Lottery enter into an agreement with the Department of Transportation for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on the Hohokam Expressway (L-202) at its intersection with University Drive.



BILL HENRY
Executive Director
Arizona State Lottery



UNIVERSITY DR./HOHOKAM T.I.

LANDSCAPE MAINTENANCE EXHIBIT



DMJM

NOT TO SCALE

1/7/91